

A. G. Contract No. KR97 0996TRN
ADOT ECS File: JPA 97-33
Project: SS345 01D/01C
Section: 115th Avenue Bridge
Over the Gila River at the
Phoenix International Raceway

INTERGOVERNMENTAL AGREEMENT
AMONG
THE ARIZONA DEPARTMENT OF TRANSPORTATION,
MARICOPA COUNTY, ARIZONA
AND
THE CITY OF AVONDALE

THIS AGREEMENT is entered into 11 September 1997,
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the
STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State"),
MARICOPA COUNTY, ARIZONA acting by and through its BOARD OF SUPERVISORS (the "County"),
and the CITY OF AVONDALE, acting by and through its MAYOR AND CITY COUNCIL (THE "City").

I. RECITALS

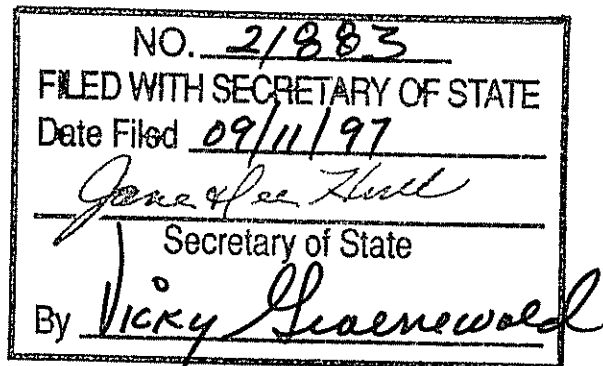
1. The State is empowered by Arizona Revised Statutes Section 28-108, 28-112 and 28-114 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The County is empowered by Arizona Revised Statutes Section 11-251 to enter into this agreement and has by Board of Supervisors action agreed to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the County.

3. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by City Council Resolution, a copy of which is attached hereto and made a part hereof, agreed to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

4. This agreement supercedes that certain agreement between the County and the City dated 22 June 1994 and recorded with the Maricopa County Recorder under number 94-0514912 on 1 July 1994, a copy of which is attached hereto as Exhibit B and made a part hereof.

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4. The Arizona legislature, through house bill 2353 (HB 2353), a copy of which is attached hereto as Exhibit A and made a part hereof, has authorized the expenditure of up to \$5,000,000.00 from transaction privilege tax, and the State has authorized \$2,000,000.00 to be taken from State Department of Transportation federal/local BRZ funds for the purpose of financing the construction of a bridge over the Gila River on 115th Avenue at the entrance to Phoenix International Raceway. The appropriation of these funds is contingent upon sufficient matching funds from the County in the amount of \$3,145,000.00; and matching funds from the City of Avondale in the amount of \$1,284,000.00, to be paid over a twelve (12) year period. The intent of this agreement is to define the terms for the transfer of, if required to complete the construction of the Project, up to \$5,000,000.00 from the State Department of Transportation, and \$1,284,000.00 from the City (over a 12 year period) to the County and the expenditure thereof.

5. The law (HB 2353) restricts the use of transaction privilege tax funds to further finance the bridge until after the funds committed herein have been contributed.

6. This agreement supersedes that certain agreement between the County and the City recorded with the Maricopa County Recorder under document number 94-0514912 dated 22 June 1994, which is attached hereto as Exhibit B and made a part hereof.

7. The estimated costs are as follows:

Estimated construction cost	\$10,900,000.00
MAG/STP Federal Funds @ 94.3%	\$ 2,627,000.00
County Funds @ 5.7%	\$ 158,971.00
ADOT BR Federal Funds @ 80%	\$ 2,000,000.00
County Funds @ 20%	\$ 500,000.00
County Funds @ 100%	\$ 2,486,029.00
City of Avondale Funds	\$ 1,284,000.00
AZ State HB 2353 Funds (up to as required)	\$ 5,000,000.00

II. SCOPE

1. The County will:

a. Contribute \$3,145,000.00 in matching funds to the Project. Be the lead agency for the Project. Provide, and be solely responsible for, design studies, plans, specifications and such other documents and services required for construction bidding and construction of the bridge Project.

b. Call for bids and award one or more construction contracts for the bridge Project. Administer same and make all payments to the contractor(s). Be responsible for all costs associated with the bridge Project over and above the funds committed herein, and for any contractor claims for extra compensation due to delays or whatever reason. Expend the funds in the order of precedence as is established and shown on Exhibit C, which is attached hereto and made a part hereof.

c. Invoice the State monthly for Federal BR funds for the reimbursement of actual costs at 80 percent Federal pro-rata share, in an amount not to exceed \$2,000,000.00.

d. If required to complete construction of the Project, invoice the State monthly for HB 2353 funds for the reimbursement of actual costs, in an amount not to exceed \$5,000,000.00.

e. Invoice the State monthly for MAG STP funds for the reimbursement of actual costs at 94.3 percent federal pro-rata share, in an amount not to exceed \$2,627,000.00.

f. Upon completion, approve and accept the bridge Project and provide maintenance. Retain ownership and maintenance responsibility for the bridge Project, for 12 years or until such time as the City annexes said bridge.

2. The State will:

Within 30 days after the receipt and approval of invoices, pay the County up to \$2,000,000.00 in federal/local BRZ funds, and up to \$2,627,000.00 in MAG STP federal funds, and, if required to complete construction of the Project, up to \$5,000,000.00 from HB 2353 funds in monthly installments over a 12 year period for the bridge Project, beginning on or about 31 July 1998. The State shall have no other direct or indirect responsibilities with respect to the design, construction or maintenance of the bridge Project other than is defined herein.

3. The City will:

a. On or about 31 July beginning 1998, deposit the first of twelve (12) annual installments of \$107,000.00 with the County for the bridge Project, for a total of \$1,284,000.00. Pay any remaining annual installments due to the County as a result of this agreement, directly to the County upon receipt and approval of annual invoices. The City shall have no other direct or indirect responsibilities with respect to the design, construction or maintenance of the bridge Project other than is defined herein.

b. Authorize the County to purchase, and if necessary condemn any required properties within the City, on behalf of the County and the City, for the purpose of the Project.

c. Issue any required construction permits or temporary construction easements for the Project to the County at no cost.

d. At the completion of the 12 year period the City will initiate annexation of the bridge and County right-of-way.

III. MISCELLANEOUS PROVISIONS

1. The State has no direct interest in the design or construction of the Project. The only interest of the State in the Project is to convey funds for the use and benefit of the County by reason of state law under which funds for the Project are authorized to be expended. Should the Project not be completed, be partially completed, or be completed at a lower cost than the amounts contributed by the State, or for any other reason should any of these funds not be expended, a proportionate amount of the funds provided under this agreement shall be reimbursed to the State.

2. The County agrees to indemnify and save harmless the State, or any of its departments, agencies, officers or employees, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance by the State of any of the provisions of this agreement.

3. This agreement shall remain in force and effect until completion of the bridge Project; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, unless or until such time as the City annexes said bridge and right-of-way, may be cancelled at any time prior to the award of a bridge Project design or construction contract, upon thirty (30) days written notice to the other parties.

4. This agreement shall become effective upon filing with the Secretary of State.

5. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

6. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

7. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth in Arizona Revised Statutes Section 12-1518.

8. All legal notices or demands upon any party relating to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

Maricopa County Department of Transportation
Transportation Director
2901 West Durango Street
Phoenix, AZ 85009

City of Avondale
City Manager
525 N. Central
Avondale, AZ 85323

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this State to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

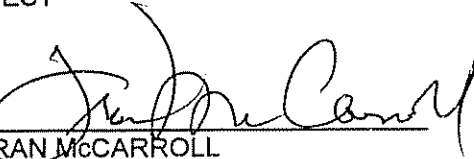
MARICOPA COUNTY, ARIZONA

STATE OF ARIZONA
Department of Transportation

By 
DON STAPLEY, Chairman
Board of Supervisors

By 
A. WAYNE COLLINS
Deputy State Engineer

ATTEST

By 
FRAN MCCARROLL
Clerk of the Board

CITY OF AVONDALE

By 
THOMAS F. MORALES, JR.
Mayor

ATTEST

By 
LINDA TYLER
City Clerk

31jul

RESOLUTION

BE IT RESOLVED on this 28th day of April 1997, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with with Maricopa County, the Arizona Department of Commerce and the City of Avondale for the purpose of defining responsibilities for the design, construction and maintenance of a new bridge on 115th Avenue over the Gila River in the County.

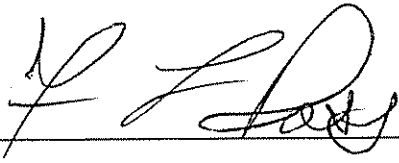
Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.


for LARRY S. BONINE
Director

APPROVAL OF THE AVONDALE CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF AVONDALE and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this _____ day of _____, 1997.

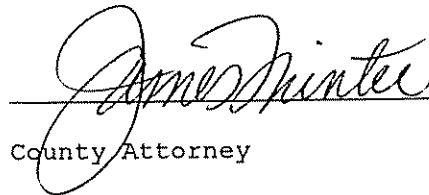


City Attorney

APPROVAL OF THE MARICOPA COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and MARICOPA COUNTY and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 12 day of Aug, 1997.


County Attorney

Conference Engrossed

State of Arizona
House of Representatives
Forty-third Legislature
First Regular Session
1997

FILED

Jane Dee Hull
Secretary of State

CHAPTER 109

HOUSE BILL 2353

AN ACT

AMENDING SECTION 28-401, ARIZONA REVISED STATUTES, AS AMENDED BY LAWS 1995, CHAPTER 147, SECTION 2; AMENDING TITLE 28, CHAPTER 21, ARIZONA REVISED STATUTES, BY ADDING ARTICLE 4; AMENDING SECTION 42-1341, ARIZONA REVISED STATUTES, AS AMENDED BY LAWS 1996, CHAPTER 186, SECTION 3; AMENDING TITLE 42, CHAPTER 8, ARTICLE 1, ARIZONA REVISED STATUTES, BY ADDING SECTION 42-1342; RELATING TO BRIDGE FINANCING.

1 Be it enacted by the Legislature of the State of Arizona:

2 Section 1. Section 28-401, Arizona Revised Statutes, as amended by
3 Laws 1995, chapter 147, section 2, is amended to read:

4 28-401. Intergovernmental agreements

5 A. The department may contract under title 11, chapter 7, article 3
6 with a state public agency in this state or any other state if the general
7 welfare of this state will be promoted and protected and if not in conflict
8 with any other provision of law.

9 B. The director shall enter into agreements on behalf of this state
10 with political subdivisions or Indian tribes for the improvement or
11 maintenance of state routes or for the joint improvement or maintenance of
12 state routes.

13 C. THE DEPARTMENT MAY ENTER INTO AN INTERGOVERNMENTAL AGREEMENT
14 PURSUANT TO TITLE 11, CHAPTER 7, ARTICLE 3 WITH A COUNTY WITH A POPULATION
15 OF MORE THAN TWO MILLION PERSONS ACCORDING TO THE MOST RECENT UNITED STATES
16 DECENNIAL CENSUS FOR THE CONSTRUCTION, DESIGN, ACQUISITION AND ATTENDANT
17 ACQUISITION COSTS OF A COUNTY HIGHWAY BRIDGE TO PROVIDE DIRECT ACCESS TO
18 COMMERCIAL, RESIDENTIAL AND RECREATIONAL FACILITIES. THE AGREEMENT SHALL:

19 1. CONTAIN THE COMMITMENT OF THE COUNTY TO PAY OTHER MONIES FOR THE
20 PURPOSE OF FINANCING THE BRIDGE.

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2. STATE THE RESPONSIBILITIES OF EACH PARTY WITH REGARD TO PLANNING, DESIGNING, CONSTRUCTING, OWNING AND MAINTAINING THE BRIDGE.

3. PROVIDE THAT PAYMENT FOR THE COSTS OF THE BRIDGE SHALL BE MADE FROM CONTRIBUTIONS FROM THE PARTIES TO THE AGREEMENT AND OTHER CONTRIBUTORS BEFORE THE USE OF STATE TRANSACTION PRIVILEGE TAX DISTRIBUTIONS.

Sec. 2. Title 28, chapter 21, Arizona Revised Statutes, is amended by adding article 4, to read:

ARTICLE 4. BONDS SECURED BY BRIDGE CONSTRUCTION REVENUES

28-7651. Definitions

IN THIS ARTICLE, UNLESS THE CONTEXT OTHERWISE REQUIRES:

1. "BOND" MEANS A BOND SECURED SOLELY BY BRIDGE CONSTRUCTION REVENUES AS AUTHORIZED AND ISSUED PURSUANT TO THIS ARTICLE.

2. "BRIDGE CONSTRUCTION REVENUES" MEANS MONIES RECEIVED PURSUANT TO SECTION 42-1342 AND DEPOSITED IN THE INTEREST FUND OR REDEMPTION FUND UNDER SECTION 28-7656.

28-7652. Agreement for construction of bridge

A. THE DEPARTMENT AND A COUNTY WITH A POPULATION OF MORE THAN TWO MILLION PERSONS ACCORDING TO THE MOST RECENT UNITED STATES DECENNIAL CENSUS MAY ENTER INTO AN INTERGOVERNMENTAL AGREEMENT PURSUANT TO TITLE 11, CHAPTER 7, ARTICLE 3 FOR THE CONSTRUCTION OF A BRIDGE TO PROVIDE DIRECT ACCESS TO COMMERCIAL, RESIDENTIAL AND RECREATIONAL FACILITIES.

B. THE AGREEMENT SHALL:

1. CONTAIN THE COMMITMENT OF THIS STATE AND THE COUNTY TO TRANSFER BRIDGE CONSTRUCTION REVENUES TO THE COUNTY TREASURER FOR DEPOSIT IN THE INTEREST FUND, OR REDEMPTION FUND UNDER SECTION 28-7656 FOR THE PURPOSE OF FINANCING THE CONSTRUCTION, DESIGN, ACQUISITION AND ATTENDANT ACQUISITION COSTS OF THE BRIDGE.

2. CONTAIN THE COMMITMENT OF THE COUNTY TO PAY OTHER MONIES FOR THE PURPOSE OF FINANCING THE BRIDGE.

3. INCLUDE THIS STATE'S PLEDGE OF SUFFICIENT BRIDGE CONSTRUCTION REVENUES TO FULFILL THIS STATE'S OBLIGATION FOR FUNDING THE BRIDGE.

4. STATE THE RESPONSIBILITIES OF EACH PARTY WITH REGARD TO PLANNING, DESIGNING, CONSTRUCTING, OWNING AND MAINTAINING THE BRIDGE.

5. PROVIDE THAT PAYMENT FOR THE COSTS OF THE BRIDGE SHALL BE MADE FROM CONTRIBUTIONS FROM THE PARTIES TO THE AGREEMENT AND OTHER CONTRIBUTORS BEFORE THE USE OF BOND PROCEEDS.

28-7653. Bonds secured by bridge construction revenues

A. IF A MAJORITY OF THE MEMBERS OF THE COUNTY BOARD OF SUPERVISORS AUTHORIZES THE ISSUANCE OF BONDS BY RESOLUTION DATED BEFORE JULY 1, 1998, THE COUNTY MAY ISSUE THE BONDS SO AUTHORIZED IN THE MANNER PROVIDED IN THIS ARTICLE. THE BONDS MAY BE AUTHORIZED IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT MORE THAN FIVE MILLION DOLLARS.

B. THE BONDS SHALL NOT BE CONSIDERED TO BE A DEBT OF THE COUNTY OR THE STATE WITHIN ANY CONSTITUTIONAL OR STATUTORY DEBT LIMIT.

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1 C. WHEN THE BONDS ARE SOLD, A SCHEDULE SHALL BE FILED WITH THE COUNTY
2 TREASURER SHOWING THE AMOUNTS OF PRINCIPAL AND INTEREST TO BE PAID AT EACH
3 PRINCIPAL AND INTEREST PAYMENT DATE.

4 D. THE COUNTY SHALL PLEDGE ALL OR ANY PART OF THE BRIDGE CONSTRUCTION
5 REVENUES TO BE RECEIVED AND THE COUNTY'S RIGHTS IN THE INTERGOVERNMENTAL
6 AGREEMENT TO THE PAYMENT OF AN AMOUNT OF THE BONDS. THIS PLEDGE CONSTITUTES
7 AN IRREVOCABLE ASSIGNMENT TO THE OFFICER CHARGED WITH PAYING THE BONDS THAT
8 IS BINDING ON THE COUNTY. NO NOTICE OF THE ASSIGNMENT NEED BE FILED OR
9 RECORDED AND NO PUBLIC NOTICE OF ANY NATURE IS REQUIRED TO MAKE THE PLEDGE
10 EFFECTIVE AGAINST ANY PERSON CLAIMING AN INTEREST IN THE BRIDGE CONSTRUCTION
11 REVENUES EXCEPT A HOLDER OF THE BONDS. ON RECEIPT OF ANY PAYMENT OF BRIDGE
12 CONSTRUCTION REVENUES, THE COUNTY TREASURER SHALL CAUSE A SUFFICIENT PORTION
13 OF THE AMOUNT RECEIVED TO BE DEPOSITED IN THE REDEMPTION FUND AND INTEREST
14 FUND ESTABLISHED UNDER SECTION 28-7656 PERTAINING TO THE BONDS.

15 E. NO BONDHOLDER MAY CLAIM A PREFERENCE AS TO SOURCE OF PAYMENT OVER
16 ANY OTHER BONDHOLDER OF THE SAME SERIES.

17 28-7654. Issuance of bonds

18 A. THE COUNTY BOARD OF SUPERVISORS IS AUTHORIZED TO ISSUE BONDS
19 SECURED BY A PLEDGE OF BRIDGE CONSTRUCTION REVENUES.

20 B. THE BONDS MAY BE ISSUED IN ONE OR MORE SERIES, BEAR THE DATES, BE
21 PAYABLE IN THE MEDIUM OF PAYMENT AND AT THE PLACES, BEAR THE RATES OF
22 INTEREST, INCLUDING VARIABLE RATES, CARRY THE REGISTRATION PRIVILEGES AND
23 PRIOR REDEMPTION PROVISIONS, BE EXECUTED IN THE MANNER, CONTAIN THE OTHER
24 TERMS, COVENANTS AND CONDITIONS AND BE IN THE FORM THE BOARD OF SUPERVISORS
25 PRESCRIBES. THE BONDS SHALL BE SOLD AT, ABOVE OR BELOW PAR IN THE MANNER AS
26 THE BOARD OF SUPERVISORS DETERMINES.

27 28-7655. Characteristics of bonds

28 THE BONDS ISSUED UNDER THIS ARTICLE:

29 1. ARE FULLY NEGOTIABLE WITHIN THE MEANING AND FOR ALL PURPOSES
30 PROVIDED BY TITLE 47.

31 2. ARE PAYABLE ONLY ACCORDING TO THEIR TERMS FROM BRIDGE CONSTRUCTION
32 REVENUES AND ARE NOT GENERAL, SPECIAL OR OTHER OBLIGATIONS OF THE ISSUING
33 COUNTY OR THIS STATE. THE BONDS DO NOT CONSTITUTE A LEGAL DEBT OF THIS STATE
34 AND ARE NOT ENFORCEABLE AGAINST THIS STATE. PAYMENT OF THE BONDS SHALL NOT
35 BE MADE FROM ANY MONIES OTHER THAN THOSE ALLOWED TO BE PLEDGED.

36 28-7656. Interest fund; redemption fund

37 THE TREASURER OF THE COUNTY ISSUING THE BONDS SHALL ESTABLISH AN
38 INTEREST FUND AND A REDEMPTION FUND FOR PAYING THE BONDS. THE TREASURER
39 SHALL DEPOSIT INTO THE FUNDS BRIDGE CONSTRUCTION REVENUES IN AMOUNTS
40 SUFFICIENT TO PAY THE INTEREST AND PRINCIPAL OF THE BONDS AS THEY MATURE.
41 THE FUNDS SHALL BE USED SOLELY TO PAY PRINCIPAL AND INTEREST ON THE BONDS.

42 28-7657. Pledge of revenues to secure debt instruments

43 A. NOTWITHSTANDING ANY OTHER PROVISION OF THIS ARTICLE, A COUNTY THAT
44 RECEIVES BRIDGE CONSTRUCTION REVENUES MAY PLEDGE, BY SEPARATE COVENANT

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1 INCLUDED IN THE RESOLUTION AUTHORIZING THE ISSUANCE OF ANY BONDS UNDER THIS
2 ARTICLE OR OBLIGATIONS IT MAY INCUR. FUTURE RECEIPTS OF THE REVENUES TO THE
3 PAYMENT OF THE BONDS OR TO THE COSTS OF THE BRIDGE. THE PLEDGE MAY BE
4 INCLUDED IN THE RESOLUTION AUTHORIZING THE ISSUANCE OF THE BONDS.

5 B. THE RESOLUTION AUTHORIZING THE BONDS MAY ALSO AUTHORIZE ASSIGNING
6 BRIDGE CONSTRUCTION REVENUES TO A TRUSTEE OR PAYING AGENT TO SECURE THE
7 BONDS.

8 28-7658. Agreement of state

9 A. THIS STATE PLEDGES TO AND AGREES WITH THE HOLDERS OF THE BONDS THAT
10 IT WILL NOT LIMIT, ALTER OR IMPAIR THE RIGHTS VESTED IN A COUNTY UNDER THIS
11 ARTICLE TO RECEIVE BRIDGE CONSTRUCTION REVENUES NECESSARY TO PRODUCE
12 SUFFICIENT REVENUE TO FULFILL THE TERMS OF ANY INTERGOVERNMENTAL AGREEMENTS
13 MADE WITH THE COUNTY, OR IN ANY WAY IMPAIR THE RIGHTS AND REMEDIES OF THE
14 BONDHOLDERS TO RECEIVE BRIDGE CONSTRUCTION REVENUES, UNTIL ALL BONDS ISSUED
15 UNDER THIS ARTICLE, ARE FULLY MET AND DISCHARGED.

16 B. THE COUNTY MAY INCLUDE THIS PLEDGE AND UNDERTAKING IN ITS
17 RESOLUTIONS AND INDENTURES SECURING THE BONDS UNDER THIS ARTICLE.

18 28-7659. Supplemental law

19 THIS ARTICLE IS SUPPLEMENTAL AND ALTERNATIVE TO ANY OTHER PROVISION OF
20 LAW THAT ALSO ENABLES A COUNTY TO ISSUE ANY FORM OR TYPE OF BONDS.

21 Sec. 3. Section 42-1341, Arizona Revised Statutes, as amended by Laws
22 1996, chapter 186, section 3, is amended to read:

23 42-1341. Remission and distribution of monies

24 A. The department shall transmit all revenues collected under this
25 article and chapters 8.1, 9.2 and 11 of this title to the state treasurer
26 pursuant to section 42-127, separately accounting for payments of estimated
27 tax under section 42-1322, subsection D and revenues collected pursuant to
28 section 42-1310.10. The state treasurer shall credit payments of estimated
29 tax to an estimated tax clearing account and each month shall transfer all
30 monies in the estimated tax clearing account to a fund designated as the
31 transaction privilege and severance tax clearing account on notification by
32 the department of the allocation of monies. The state treasurer shall credit
33 all other payments to the transaction privilege and severance tax clearing
34 account, separately accounting for the monies designated as distribution base
35 under sections 42-1317, 42-1465, 42-1573 and 42-1725. Each month the
36 department shall report to the state treasurer the amount of monies collected
37 pursuant to this article and chapters 8.1, 9.2 and 11 of this title.

38 B. Each month the state treasurer shall distribute the monies
39 deposited in the transaction privilege and severance tax clearing account in
40 the manner prescribed by this section and by sections 42-1465, 42-1573 and
41 42-1725, after deducting warrants drawn against the account pursuant to
42 sections 42-124 and 42-129.

43 C. Of the monies designated as distribution base the state treasurer
44 shall:

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1 1. Pay twenty-five per cent to the various incorporated municipalities
2 in this state in proportion to their population as shown by the last United
3 States decennial or special census, or revisions to the decennial or special
4 census certified by the United States bureau of the census, to be used by the
5 municipalities for any municipal purpose.

6 2. Pay 38.08 per cent to the counties in this state by averaging the
7 following proportions:

8 (a) The proportion that the population of each county bears to the
9 total state population, as shown by the most recent United States decennial
10 or special census, or revisions to the decennial or special census certified
11 by the United States bureau of the census.

12 (b) The proportion that the distribution base monies collected during
13 the calendar month in each county under this article, section 42-1465,
14 subsection B, section 42-1573 and section 42-1725 bear to the total
15 distribution base monies collected under this article, section 42-1465,
16 subsection B, section 42-1573 and section 42-1725 throughout the state for
17 the calendar month.

18 3. Pay an additional 2.43 per cent to the counties in this state as
19 follows:

20 (a) Average the following proportions:

21 (i) The proportion that the assessed valuation used to determine
22 secondary property taxes of each county, after deducting that part of the
23 assessed valuation that is exempt from taxation at the beginning of the month
24 for which the amount is to be paid, bears to the total assessed valuations
25 used to determine secondary property taxes of all the counties after
26 deducting that portion of the assessed valuations that is exempt from
27 taxation at the beginning of the month for which the amount is to be paid.
28 Property of a city or town that is not within or contiguous to the municipal
29 corporate boundaries and from which water is or may be withdrawn or diverted
30 and transported for use on other property is considered to be taxable
31 property in the county for purposes of determining assessed valuation in the
32 county under this item.

33 (ii) The proportion that the distribution base monies collected during
34 the calendar month in each county under this article, section 42-1465,
35 subsection B, section 42-1573 and section 42-1725 bear to the total
36 distribution base monies collected under this article, section 42-1465,
37 subsection B, section 42-1573 and section 42-1725 throughout the state for
38 the calendar month.

39 (b) If the proportion computed under subdivision (a) of this paragraph
40 for any county is greater than the proportion computed under paragraph 2 of
41 this subsection, the state treasurer shall compute the difference between the
42 amount distributed to that county under paragraph 2 of this subsection and
43 the amount that would have been distributed under paragraph 2 of this
44 subsection using the proportion computed under subdivision (a) of this

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1 paragraph and pay that difference to the county from the amount available for
2 distribution under this paragraph. Any monies remaining after all payments
3 under this subdivision shall be distributed among the counties according to
4 the proportions computed under paragraph 2 of this subsection.

5 4. After any distributions required by ~~section~~ SECTIONS 42-1342 AND
6 42-1342.01, credit the remainder of the monies designated as distribution
7 base to the state general fund. From this amount the legislature shall
8 annually appropriate to:

9 (a) The department sufficient monies to administer and enforce this
10 article and chapters 8.1, 9.2 and 11 of this title.

11 (b) The department of economic security monies to be used for the
12 purposes stated in title 46, chapter 1.

13 (c) The tourism fund an amount equal to the sum of the following:

14 (i) Two million dollars.

15 (ii) Seventy-five per cent of the amount by which revenues derived
16 from a one-half percentage rate portion of the total tax rate imposed on the
17 transient lodging classification for the current fiscal year, beginning with
18 fiscal year 1990-1991, exceed the revenues derived from a one-half percentage
19 rate portion of that tax in the previous fiscal year.

20 (d) The water quality assurance revolving fund two million nine
21 hundred thousand dollars.

22 (e) The Arizona arts endowment fund established by section 41-986, the
23 full amount by which revenues derived from the amusement classification
24 pursuant to section 42-1310.13 for the current fiscal year exceed the
25 revenues that were derived from that classification in fiscal year 1993-1994,
26 except that this amount shall not exceed two million dollars in any fiscal
27 year. This subdivision applies for fiscal years through June 30, 2007.

28 D. The state treasurer shall credit the remainder of the monies in the
29 transaction privilege and severance tax clearing account to the state general
30 fund.

31 E. Notwithstanding subsection C of this section, if a court of
32 competent jurisdiction finally determines that tax monies distributed under
33 this section were illegally collected under this article or chapters 8.1, 9.2
34 and 11 of this title and orders the monies to be refunded to the taxpayer,
35 the department shall compute the amount of such monies that was distributed
36 to each city, town and county under this section. The department shall
37 notify the state treasurer of that amount plus the proportionate share of
38 additional allocated costs required to be paid to the taxpayer. Each city's,
39 town's and county's proportionate share of the costs shall be based on the
40 amount of the original tax payment each municipality and county received.
41 Each month the state treasurer shall reduce the amount otherwise
42 distributable to the city, town and county under this section by one
43 thirty-sixth of the total amount to be recovered from the city, town or
44 county until the total amount has been recovered, but the monthly reduction

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1 for any city, town or county shall not exceed ten per cent of the full
2 monthly distribution to that entity. The reduction shall begin for the first
3 calendar month after the final disposition of the case and shall continue
4 until the total amount, including interest and costs, has been recovered.

5 Sec. 4. Title 42, chapter 8, article 1, Arizona Revised Statutes, is
6 amended by adding section 42-1342, to read:

7 42-1342. Distribution of bridge construction revenues to
8 county; definitions

9 A. THROUGH JUNE 30, 2010, IF, BY JUNE 30, 1998, THE DEPARTMENT OF
10 TRANSPORTATION ENTERS INTO AN INTERGOVERNMENTAL AGREEMENT PURSUANT TO SECTION
11 28-7652 OR SECTION 28-401 FOR THE CONSTRUCTION OF A BRIDGE, THE STATE
12 TREASURER SHALL PAY EACH MONTH, BEGINNING FROM AND AFTER JUNE 30, 1998,
13 PURSUANT TO SECTION 42-1341, SUBSECTION C, PARAGRAPH 4, ONE-TWELFTH OF THE
14 AMOUNT DETERMINED UNDER SUBSECTION B OF THIS SECTION TO A COUNTY THAT ISSUES
15 BONDS PURSUANT TO TITLE 28, CHAPTER 21, ARTICLE 4 OR ENTERS INTO AN
16 INTERGOVERNMENTAL AGREEMENT PURSUANT TO SECTION 28-401.

17 B. THE AMOUNT TO BE PAID UNDER SUBSECTION A OF THIS SECTION IS THE
18 AMOUNT OF STATE TRANSACTION PRIVILEGE TAX REVENUES RECEIVED EACH CALENDAR
19 YEAR, UP TO FOUR HUNDRED SIXTEEN THOUSAND SIX HUNDRED SIXTY-SEVEN DOLLARS,
20 FROM ALL PERSONS CONDUCTING BUSINESS UNDER ANY BUSINESS CLASSIFICATION UNDER
21 THIS ARTICLE AT A SPORTS ENTERTAINMENT FACILITY, DESTINATION RESORT OR RETAIL
22 CENTER THAT BOTH:

23 1. PRODUCES A TOTAL OF AT LEAST SIX HUNDRED THOUSAND DOLLARS EACH YEAR
24 IN TRANSACTION PRIVILEGE TAX REVENUES TO THIS STATE PURSUANT TO THIS ARTICLE.

25 2. WILL ACQUIRE DIRECT COUNTY HIGHWAY ACCESS ACROSS A RIVER BY THE
26 BRIDGE CONSTRUCTED.

27 C. THE DEPARTMENT SHALL REPORT THE AMOUNT UNDER SUBSECTION B OF THIS
28 SECTION TO THE STATE TREASURER ON OR BEFORE MARCH 31 OF EACH YEAR FOR PAYMENT
29 FOR THE FOLLOWING FISCAL YEAR.

30 D. FOR PURPOSES OF THIS SECTION:

31 1. "DESTINATION RESORT" MEANS A PERSON ENGAGED IN BUSINESSES
32 CLASSIFIED UNDER BOTH THE TRANSIENT LODGING CLASSIFICATION AND THE AMUSEMENT
33 CLASSIFICATION THAT PROVIDES ON-SITE RECREATIONAL FACILITIES SUCH AS A GOLF
34 COURSE, TENNIS COURTS OR A RIDING STABLE.

35 2. "RETAIL CENTER" MEANS A COMPLEX CONSISTING OF AT LEAST TWO
36 BUSINESSES CLASSIFIED UNDER THE RETAIL CLASSIFICATION.

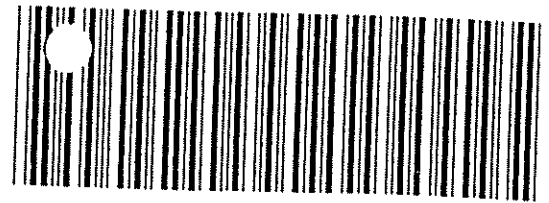
37 3. "SPORTS ENTERTAINMENT FACILITY" MEANS A COMPLEX LOCATED ON AT LEAST
38 THREE HUNDRED ACRES THAT REQUIRES A TICKET FOR ADMISSION FOR VIEWING A
39 SPORTING EVENT.

40 Sec. 5. Effective date

41 This act is effective from and after September 30, 1997.

~~APPROVED BY THE GOVERNOR APRIL 18, 1997.~~

~~FILED IN THE OFFICE OF THE SECRETARY OF STATE APRIL 18, 1997.~~



OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL

94-0514912 07/01/94 01:36

LILIAN 29 OF 41

INTERGOVERNMENTAL AGREEMENT
BETWEEN MARICOPA COUNTY AND CITY OF AVONDALE

FOR DESIGN OF:

**BRIDGE OVER THE GILA RIVER IN THE VICINITY OF
115TH AVENUE TO BULLARD AVE**

This Agreement is between the County of Maricopa, a body politic, acting through the Maricopa County Department of Transportation (County), and the City of Avondale, a municipal corporation (City).

This Agreement shall become effective as of the date it is filed with the Maricopa County Recorder pursuant to Arizona Revised Statutes 11-952, as amended.

STATUTORY AUTHORIZATION

1. The County is empowered by Arizona Revised Statutes 11-251 and 18-201, et seq. to enter into this Agreement.
2. The City is empowered by Arizona Revised Statutes 9-240 to enter into this Agreement.

BACKGROUND

3. 115th Avenue at the Gila River currently is a low flow crossing with the road traversing multiple pipe structures which handle a minimal amount of water flow. It provides access to the PIR, residences in the vicinity, and an alternative access to Casey Abbot and Estrella Mountain Parks (County facilities) and the Gila River Indian Reservation.
4. PIR conducts (7) races each year at their facility attracting approximately 340,000 attendees, who have a yearly economic impact of approximately \$200,000,000.
5. Reasonable, safe, and timely access to and from PIR for the attendees is always a problem due to the limited number of roads (and lane capacity) leading there, but more so during periods when the river is flowing in which six to ten hour delays occur.
6. PIR is in jeopardy of losing one or more racing events if a plan for improving the access is not implemented. This would prove a severe hardship for the PIR and it would have an adverse economic impact on the County, the City, and on those directly employed or who do business with the raceway.

PURPOSE OF THE AGREEMENT

7. The purpose of this Intergovernmental Agreement is to identify and define the responsibilities of the County, and the City for the cost sharing of design.

7.1. . . . Preliminary estimates of cost of the project are as follows:

7.1.1. . . Design (\$650,000 plus \$100,000 contingency) = \$ 750,000

7.1.2. . . Construction

7.1.2.1 . Rights-of-way = \$ 240,000

7.1.2.2 . Utility relocations and roadway earthwork = \$ 350,000

7.1.2.3 . Spur dikes and river bottom channelization = \$1,200,000

7.1.2.4 . Roadway construction = \$ 210,000

7.1.2.5 . Bridge construction = \$7,500,000

7.1.2.6 . Construction contingencies = \$1,150,000

7.1.2.7 . Construction Management = \$1,350,000

7.1.2. . . TOTAL COST TO IMPLEMENT DESIGNED PROJECT = \$12,000,000

7.1.3. . . . Anticipated funding revenues for items 7.1.2.1 (Rights-of-way)
through 7.1.2.7(Construction Management):

7.1.3.a . . . Anticipated Federal Appropriation = \$6,000,000

7.1.3.b . . . Maricopa County share = \$3,000,000

7.1.3.c . . . Phoenix International Raceway (PIR) share = \$3,000,000

TERMS OF THE AGREEMENT

8. The County agrees to:

- 8.1. To be the lead agency and contracting authority for the planning and design according to the County's recent Design Concept and Environmental Assessment Reports.
- 8.2. Be responsible for of all costs (estimated at \$750,000) related to item 7.1.1.
- 8.3. Be responsible for 100% of all design change order costs initiated by the County and associated with this project (item 7.1.1).

9. The City agrees to:
 - 9.1. Be responsible for 100% of all design change order costs initiated or requested by the City and associated with this project (item 7.1.1).
 - 9.2. Be responsible for grant processing for grants related to Item 7.1.3.a. Expenses related to grant processing (estimated at \$15,000) will be considered in-kind contributions to the project.
 - 9.3. Annex and assume maintenance responsibilities of the bridge and approaches upon completion of their construction.
10. Final planning and design decisions shall be jointly agreed to by the Avondale Public Works Director and the Maricopa County Department of Transportation Director.
11. Separate agreements will be written at a later date addressing right-of-way acquisition and construction.
12. The parties hereby agree that to the extent permitted by law, each party will indemnify and save the other party harmless, including any of the parties departments, agencies, officers, employees, elected officials or agents, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or nonperformance of any of the provisions of this agreement. Both parties shall in all instances be indemnified against all liability, losses and damages of any nature for or on account of any injuries or death of persons or damages to or destruction of property arising out of or in any way connected with the performance or nonperformance of this agreement, except such injury or damage as shall have been occasioned by the negligence of the other party. The damages incurred by either party, their departments, agencies, officers, employees, elected officials or agents shall include in the event of an action, court costs, expenses for litigation and reasonable attorney's fees.
13. This Agreement shall continue until all stipulations previously indicated have been satisfied except that it may be amended or terminated upon written agreement of all parties.
14. Pursuant to Arizona Revised Statutes 11-952, as amended, attached to this Agreement are copies of appropriate action by ordinance, resolution or otherwise authorizing the respective parties to enter into this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

MARICOPA COUNTY

CITY OF AVONDALE

Recommended by:

Recommended by:

R. E. Gage 6-2-94
Robert E. Gage Date
Transportation Director

Bill Bates 3/11/94
Bill Bates, Date
Public Works Director

Approved and Accepted:

Approved and Accepted:

By: Betty Bayless
Chairman, Board of Supervisor

By: Raymond W. Dedayo
Mayor

Attest:

Attest:

By: Ivan McCausell JUN 22 1994
Clerk of the Board Date

By: Linda M. Lew 3/22/94
City Clerk Date

APPROVAL OF COUNTY COUNSEL AND CITY ATTORNEY

I hereby state that I have reviewed the proposed Intergovernmental Agreement, between the County of Maricopa and the City of Avondale and declare the agreement to be in proper form and within the powers and authority granted to their respective governing bodies under the laws of the State of Arizona.

John W. Hansen
Deputy County Counsel
6/3/94
Date

[Signature]
City Attorney
3-21-94
Date

7704
Hamilton

MARICOPA COUNTY BOARD OF SUPERVISORS
AGENDA FORM

W.O. 68832

Contract/Lease for ☐ NEW ☐ RENEWAL ☐ AMENDMENT ☐ CANCELLATION

LOW ORG NO 6440

DEPARTMENT: Transportation/Planning

CONTROL NUMBER: TD 111-94

ENCUMBRANCE NO 68941312

AGENCY: Operations

CONTROL NUMBER: PW 187

1. BRIEF DESCRIPTION OF PROPOSAL AND REQUESTED BOARD ACTION: It is recommended by the Transportation Department that the Board of Supervisors approve an Intergovernmental Agreement with the City of Avondale for the design of a bridge over the Gila River in the vicinity of 115th Avenue.

The bridge will provide an all weather crossing over the Gila River, serving the Phoenix International Raceway, the Gila River Indian Community and local residents.

This project is 100% unincorporated. It is located in Supervisory District No. 5.

2. Compliance with Maricopa
County Procurement Code

10

paragraph

MCI-1003

Procurement Officer

SOLE SOURCE JUSTIFICATION:

3. CONTINUED FROM MEETING OF
DISCUSSED IN MEETING OF

4. ☐ THIS DEPARTMENT WILL CAUSE PUBLICATION
☐ CLERK OF THE BOARD TO CAUSE PUBLICATION

5. MOTION: It is moved that the Maricopa County Board of Supervisors: approve an Intergovernmental Agreement with the City of Avondale for the design of a bridge over the Gila River in the vicinity of 115th Avenue.

6. FINANCIAL: ☐ Expenditure ☐ Revenue ☐ Budgeted ☐ Contingency ☐ Budgeted Amendment ☐ Transfer ☐ Grant or Other

\$3,000,000

(Total Project Net)

Transportation

TOTAL

FUND

FINANCIAL OFFICER

DATE

7. PERSONNEL:

PERSONNEL DIRECTOR

DATE

8. DEPARTMENT: Transportation - 6400

MH:pr

ACTION RECOMMENDED BY Bob Gagen

DATE

9. MATERIALS MANAGEMENT:

A. MATERIALS MGMT. DIR.

DATE

B. W/MBE REPRESENTATIVE

DATE

10. LEGAL: Approved as to form and within the powers and authority granted under the laws of the state of Arizona to the Maricopa County Board of Supervisors.

DEPUTY COUNTY ATTORNEY J. Minter

DATE

11. OTHER:

SIGNATURE

DATE

12. APPROVED FOR AGENDA: Associate County Administrator.
Operations

APPROVING OFFICIAL L. Schmitt

DATE

13. OTHER:

SIGNATURE

DATE

15. RECOMMENDATION OF COUNTY MANAGER:

☒ Approved ☐ Disapproved

Comments:

14. BOARD OF SUPERVISORS: Action taken:

☒ Approved ☐ Amended ☐ Disapproved ☐ Deleted

Continued to:

(Date and type of meeting)

JUN 22 1994

CLERK OF THE BOARD

DATE

COUNTY MANAGER

DATE

EXHIBIT C

GILA RIVER BRIDGE PROJECT FUNDING EXPENDITURES PRECEDENCE ORDER

First Tier:	MCDOT HURF	ESP Grant	
Second Tier:	Federal/Local BRZ	City of Avondale	MAG STP
Third Tier:	HB 2353		



GRANT WOODS
ATTORNEY GENERAL

STATE OF ARIZONA
OFFICE OF THE ATTORNEY GENERAL
1275 WEST WASHINGTON, PHOENIX 85007-2926

TRN Main: (602) 542-1680
Direct: (602) 542-8837
Fax: (602) 542-3646
MAIN PHONE : 542-5025
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR97-0996TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED August 29, 1997.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section